

REMARKS/ARGUMENTS

This reply is intended to address the new argument in the grounds of rejection in the Final Official Action. This new argument concerns what column 10, lines 14-30 of Burns discloses with respect to applicants' claim steps of "preallocating a metadata block for the file;" and applicants' claim step of "releasing the lock for the file" prior to "asynchronously writing to the file ..."

With respect to the applicants' claim step of "preallocating a metadata block for the file," the final Official Action says repeatedly, beginning on page 3 lines 1-3, "Note that the file is allocated before the write takes place making this a pre-allocation." However, the fact that the file is allocated before the write takes place is not a sufficient disclosure of preallocation of a metadata block in response to the client write request and after obtaining a lock for the file, as defined in many of applicants' independent claims. For example, for the "in-place" write of Burns, the file and the storage of the file to receive the new data for the write operation is allocated before the client request for the "in-place" write and before a shared lock is placed on the file in response to the client request for the "in-place" write.

With respect to the applicants' step of "releasing the lock for the file," the final Official Action says repeatedly, beginning on page 3 lines 3-4, "Note that one[c]e the file has been allocated it is unlocked for write." However, Burns col. 10, lines 14-30, does not disclose that the file server responds to a client write request by locking the file for allocation and then unlocking it for the write. Instead, Burns col. 10 lines 14-30 discloses that "for database and parallel applications, the write privilege is granted on a shared lock and must be differentiated

from allocation. Write, in this case, means an in-place write, where data are written back to the same physical location from which they were, or could have been, read. This is to be differentiated from out-of-place write, where portions of a file are written to physical storage locations that differ from the locations from which they were read.”

More importantly, Burns col. 10, lines 14-30, does not disclose the network file server responding to a concurrent write request from a client by obtaining a lock for the file, and then preallocating a metadata block for the file, and then releasing the lock for the file, and then asynchronously writing to the file. Instead, Burns col. 10, lines 14-30 discloses and explicitly differentiates two different kinds of writes. The first kind of write is the “in-place” write, where the write privilege is granted on a shared lock, for example for database and parallel applications. The second kind of write is the out-of-place write, which should properly be considered an allocation followed by a write. As further disclosed in Burns col. 10 lines 35-37, allocation requires an exclusive lock.

Although Burns does not disclose the details of the two different kinds of writes, the “out-of-place” write of Burns could be performed by the following sequence in response to a first client write request:

- a) obtaining the exclusive lock for the file; and then
- b) obtaining allocations of data blocks for the new data; and then
- c) writing new data to the allocated data blocks; and then

- d) committing the allocated data blocks to the file in the data storage; and then
- e) releasing the exclusive lock for the file.

The “in-place” write of Burns could be performed by the following sequence in response to a second client write request:

- a) obtaining the shared lock on the file; and then
- b) asynchronously writing data to the file; and then
- c) releasing the shared lock on the file.

These hypothetical sequences for the “out-of-place” write and the “in-place” write of Burns are entirely consistent with the new “Notes” in the final Official Action, yet the sequence of steps a) to g) of applicants’ claim 1 is neither disclosed nor obvious from these hypothetical sequences. Thus, the applicants maintain that there is no disclosure or suggestion in Burns of responding to a client write request by releasing the lock for the file after allocation of the data blocks (or preallocating a metadata block for the file) and before writing the new data to the file, nor is there any disclosure of again obtaining the lock on the file after writing the new data to the file and before committing the allocated data blocks (or the metadata block) to the file in the data storage.

Applicants further submit that applicants’ sequence of steps a) to g) of applicants’ claim 1 offers a substantial improvement over the “out-of-place” write of Burns, because if the

applicants' sequence of steps a) to g) were used in response to a first client write request, then a second write in response to a second client write request could be performed earlier, concurrent with the first write, as soon as the applicants' lock on the file were released in applicants' step c) in response to the first client write request.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim." Richardson v. Suzuki Motor Co., 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim, but this is not an ipsissimis verbis test, i.e., identity of terminology is not required. In re Bond, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990). See MPEP 2131.

When determining whether a claim is obvious, an examiner must make "a searching comparison of the claimed invention – including all its limitations – with the teaching of the prior art." In re Ochiai, 71 F.3d 1565, 1572 (Fed. Cir. 1995) (emphasis added). Thus, "obviousness requires a suggestion of all limitations in a claim." CFMT, Inc. v. Yieldup Intern. Corp., 349 F.3d 1333, 1342 (Fed. Cir. 2003) (citing In re Royka, 490 F.2d 981, 985 (CCPA 1974)). Moreover, as the Supreme Court stated, "there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." KSR Int'l v. Teleflex Inc., 127 S. Ct. 1727, 1741 (2007) (quoting In re Kahn, 441 F.3d 977, 988 (Fed. Cir.

2006) (emphasis added)). A fact finder should be aware of the distortion caused by hindsight bias and must be cautious of arguments reliant upon ex post reasoning. See Id., 127 S. Ct. at 1742, citing Graham, 383 U. S. at 36 (warning against a “temptation to read into the prior art the teachings of the invention in issue” and instructing courts to “guard against slipping into the use of hindsight.”).

In view of the above, it is respectfully submitted that the application is in condition for allowance. Reconsideration and early allowance are earnestly solicited.

Respectfully submitted,

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